

<i>SERFF Tracking Number:</i>	<i>TRVD-125391631</i>	<i>State:</i>	<i>Arkansas</i>
<i>First Filing Company:</i>	<i>NIPPONKOA Insurance Company</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
	<i>Ltd.,(U.S.Branch), ...</i>		
<i>Company Tracking Number:</i>	<i>2007-12-0031</i>		
<i>TOI:</i>	<i>17.0 Other Liability - Claims Made/Occurrence</i>	<i>Sub-TOI:</i>	<i>17.0001 Commercial General Liability</i>
<i>Product Name:</i>	<i>General Liability</i>		
<i>Project Name/Number:</i>	<i>GL - A &amp; E /2007-12-0031</i>		

## Filing at a Glance

Companies: NIPPONKOA Insurance Company Ltd.,(U.S.Branch), The Charter Oak Fire Insurance Company, The Phoenix Insurance Company, The Travelers Indemnity Company, The Travelers Indemnity Company of America, The Travelers Indemnity Company Of Connecticut, Travelers Property Casualty Company of America

Product Name: General Liability	SERFF Tr Num: TRVD-125391631	State: Arkansas
TOI: 17.0 Other Liability - Claims Made/Occurrence	SERFF Status: Closed	State Tr Num: EFT \$50

Sub-TOI: 17.0001 Commercial General Liability Co Tr Num: 2007-12-0031	State Status: Fees verified and received
Filing Type: Form	Co Status: Reviewer(s): Betty Montesi, Edith Roberts, Brittany Yielding
	Disposition Date: 12/27/2007
	Disposition Status: Approved
Effective Date Requested (New): 06/01/2008	Effective Date (New):
Effective Date Requested (Renewal): 06/01/2008	Effective Date (Renewal):

State Filing Description:

## General Information

Project Name: GL - A & E	Status of Filing in Domicile: Authorized
Project Number: 2007-12-0031	Domicile Status Comments: Authorized in CT, Pending in NY
Reference Organization: N/A	Reference Number: N/A
Reference Title: N/A	Advisory Org. Circular: N/A
Filing Status Changed: 12/27/2007	
State Status Changed: 12/27/2007	Deemer Date:
Corresponding Filing Tracking Number: N/A	
Filing Description:	

In compliance with the insurance laws and regulations in your state, our companies respectfully submit for your review and consideration, four revised optional Architects, Engineers and Surveyors endorsements for use with our General

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Liability product.

For a detailed explanation of our forms revisions please refer to the enclosed forms transmittal supplement.

Your approval of this filing will be appreciated. Should you have any questions regarding this submission, please feel free to contact me at your convenience.

## Company and Contact

### Filing Contact Information

Margaret Salsbury, Senior Regulatory Analyst	MSALSBUR@travelers.com
One Tower Square	(860) 277-6470 [Phone]
Hartford, CT 06183	(860) 954-0580[FAX]

### Filing Company Information

NIPPONKOA Insurance Company	CoCode: 27073	State of Domicile: New York
Ltd.,(U.S.Branch)		

One Tower Square	Group Code: 2558	Company Type:
Hartford, CT 06183	Group Name:	State ID Number:
(860) 277-6470 ext. [Phone]	FEIN Number: 98-0032627	

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The Charter Oak Fire Insurance Company	CoCode: 25615	State of Domicile: Connecticut
One Tower Square	Group Code: 3548	Company Type:
Hartford, CT 06183	Group Name:	State ID Number:
(860) 277-6470 ext. [Phone]	FEIN Number: 06-0291290	

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The Phoenix Insurance Company	CoCode: 25623	State of Domicile: Connecticut
One Tower Square	Group Code: 3548	Company Type:
Hartford, CT 06183	Group Name:	State ID Number:
(860) 277-6470 ext. [Phone]	FEIN Number: 06-0303275	

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The Travelers Indemnity Company	CoCode: 25658	State of Domicile: Connecticut
One Tower Square	Group Code: 3548	Company Type:
Hartford, CT 06183	Group Name:	State ID Number:

<i>SERFF Tracking Number:</i>	<i>TRVD-125391631</i>	<i>State:</i>	<i>Arkansas</i>
<i>First Filing Company:</i>	<i>NIPPONKOA Insurance Company</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
	<i>Ltd.,(U.S.Branch), ...</i>		
<i>Company Tracking Number:</i>	<i>2007-12-0031</i>		
<i>TOI:</i>	<i>17.0 Other Liability - Claims Made/Occurrence</i>	<i>Sub-TOI:</i>	<i>17.0001 Commercial General Liability</i>
<i>Product Name:</i>	<i>General Liability</i>		
<i>Project Name/Number:</i>	<i>GL - A &amp; E /2007-12-0031</i>		

<i>(860) 277-6470 ext. [Phone]</i>	<i>FEIN Number: 06-0566050</i>
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<i>The Travelers Indemnity Company of America</i>	<i>CoCode: 25666</i>	<i>State of Domicile: Connecticut</i>
<i>One Tower Square</i>	<i>Group Code: 3548</i>	<i>Company Type:</i>
<i>Hartford, CT 01683</i>	<i>Group Name:</i>	<i>State ID Number:</i>
<i>(860) 277-6470 ext. [Phone]</i>	<i>FEIN Number: 58-6020487</i>	

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<i>The Travelers Indemnity Company Of Connecticut</i>	<i>CoCode: 25682</i>	<i>State of Domicile: Connecticut</i>
<i>One Tower Square</i>	<i>Group Code: 3548</i>	<i>Company Type:</i>
<i>Hartford, CT 06183</i>	<i>Group Name:</i>	<i>State ID Number:</i>
<i>(860) 277-6470 ext. [Phone]</i>	<i>FEIN Number: 06-0336212</i>	

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<i>Travelers Property Casualty Company of America</i>	<i>CoCode: 25674</i>	<i>State of Domicile: Connecticut</i>
<i>One Tower Square</i>	<i>Group Code: 3548</i>	<i>Company Type:</i>
<i>Hartford, CT 06183</i>	<i>Group Name:</i>	<i>State ID Number:</i>
<i>(860) 277-6470 ext. [Phone]</i>	<i>FEIN Number: 36-2719165</i>	

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SERFF Tracking Number: TRVD-125391631 State: Arkansas

First Filing Company: NIPPONKOA Insurance Company State Tracking Number: EFT \$50  
 Ltd.,(U.S.Branch), ...

Company Tracking Number: 2007-12-0031

TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability

Product Name: General Liability

Project Name/Number: GL - A & E /2007-12-0031

## Filing Fees

Fee Required? Yes

Fee Amount: \$50.00

Retaliatory? No

Fee Explanation: \$50.00 flat fee

Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
NIPPONKOA Insurance Company Ltd.,(U.S.Branch)	\$50.00	12/26/2007	17240256
The Charter Oak Fire Insurance Company	\$0.00	12/26/2007	
The Phoenix Insurance Company	\$0.00	12/26/2007	
The Travelers Indemnity Company	\$0.00	12/26/2007	
The Travelers Indemnity Company of America	\$0.00	12/26/2007	
The Travelers Indemnity Company Of Connecticut	\$0.00	12/26/2007	
Travelers Property Casualty Company of America	\$0.00	12/26/2007	

SERFF Tracking Number: TRVD-125391631 State: Arkansas

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Product Name: General Liability

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## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved	Edith Roberts	12/27/2007	12/27/2007

### Filing Notes

Subject	Note Type	Created By	Created On	Date Submitted
Amendment of Effective date...	Note To Filer	Edith Roberts	01/04/2008	01/04/2008
Effective Date	Note To Reviewer	Tia Slivinsky	12/27/2007	12/27/2007
Amendment of effective date	Reviewer Note	Edith Roberts	01/03/2008	

SERFF Tracking Number: TRVD-125391631 State: Arkansas  
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Ltd.,(U.S.Branch), ...  
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Product Name: General Liability  
Project Name/Number: GL - A & E /2007-12-0031

## Disposition

Disposition Date: 12/27/2007

Effective Date (New):

Effective Date (Renewal):

Status: Approved

Comment:

Rate data does NOT apply to filing.

### Overall Rate Information for Multiple Company Filings

Overall Percentage Rate Indicated For This Filing	0.000%
Overall Percentage Rate Impact For This Filing	0.000%
Effect of Rate Filing-Written Premium Change For This Program	\$0
Effect of Rate Filing - Number of Policyholders Affected	0

SERFF Tracking Number: TRVD-125391631 State: Arkansas

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 Ltd.,(U.S.Branch), ...

Company Tracking Number: 2007-12-0031

TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability

Product Name: General Liability

Project Name/Number: GL - A & E /2007-12-0031

Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Form	Architects, Engineers and Surveyors XTEND Endorsement	Approved	Yes
Form	Exclusion – Engineers, Architects or Surveyors Professional Liability	Approved	Yes
Form	Blanket Additional Insured (Architects, Engineers And Surveyors) Endorsement	Approved	Yes
Form	Additional Insured (Architects, Engineers And Surveyors) Endorsement	Approved	Yes

*SERFF Tracking Number:*      *TRVD-125391631*                      *State:*                      *Arkansas*  
*First Filing Company:*      *NIPPONKOA Insurance Company*                      *State Tracking Number:*      *EFT \$50*  
   *Ltd.,(U.S.Branch), ...*  
*Company Tracking Number:*      *2007-12-0031*  
*TOI:*                      *17.0 Other Liability - Claims Made/Occurrence*      *Sub-TOI:*                      *17.0001 Commercial General Liability*  
*Product Name:*                      *General Liability*  
*Project Name/Number:*      *GL - A & E /2007-12-0031*

**Note To Filer**

**Created By:**

Edith Roberts on 01/04/2008 11:55 AM

**Subject:**

Amendment of Effective date...

**Comments:**

We acknowledge amendment of effective date to July 01, 2008. Thanks!



*SERFF Tracking Number:* TRVD-125391631 *State:* Arkansas  
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*Product Name:* General Liability  
*Project Name/Number:* GL - A & E /2007-12-0031

**Note To Reviewer**

**Created By:**

Tia Slivinsky on 12/27/2007 01:58 PM

**Subject:**

Effective Date

**Comments:**

It has come to our attention that the effective date in the SERFF header was a typographical error and should have been 07/01/2008 in lieu of 06/01/2008. I apologize for any inconvenience.

Regards,

Tia Slivinsky

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Ltd.,(U.S.Branch), ...  
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*TOI:* 17.0 Other Liability - Claims Made/Occurrence *Sub-TOI:* 17.0001 Commercial General Liability  
*Product Name:* General Liability  
*Project Name/Number:* GL - A & E /2007-12-0031

**Reviewer Note**

**Created By:**

Edith Roberts on 01/03/2008 12:46 PM

**Subject:**

Amendment of effective date

**Comments:**

Amendment of effective is acknowledged. Thank you!

SERFF Tracking Number: TRVD-125391631 State: Arkansas

First Filing Company: NIPPONKOA Insurance Company State Tracking Number: EFT \$50  
Ltd.,(U.S.Branch), ...

Company Tracking Number: 2007-12-0031

TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability

Product Name: General Liability

Project Name/Number: GL - A & E /2007-12-0031

## Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Architects, Engineers and Surveyors XTEND Endorsement	CG D3 79 09 07	09-2007	Endorsement/Amendment/Conditions	Replaced Form #:0.00 CG D3 79 09 06 Previous Filing #: 2006-10-0093		TRANSMITTAL - CG D3 79 09 07.pdf FORM - CG D3 79 09 07.pdf
Approved	Exclusion – Engineers, Architects or Surveyors Professional Liability	CG D3 80 09 07	09-2007	Endorsement/Amendment/Conditions	Replaced Form #:0.00 CG D3 80 09 06 Previous Filing #: 2006-10-0093		TRANSMITTAL - GG D3 80 09 07.pdf FORM - CG D3 80 09 07.pdf
Approved	Blanket Additional Insured (Architects, Engineers And Surveyors) Endorsement	CG D3 81 09 07	09-2007	Endorsement/Amendment/Conditions	Replaced Form #:0.00 CG D3 81 09 06 Previous Filing #: 2006-10-0093		TRANSMITTAL - GG D3 81 09 07.pdf FORM - CG D3 81 09 07.pdf
Approved	Additional Insured (Architects, Engineers And Surveyors) Endorsement	CG D3 82 09 07	09-2007	Endorsement/Amendment/Conditions	Replaced Form #:0.00 CG D3 82 09 06 Previous Filing #: 2006-10-0093		TRANSMITTAL - GG D3 82 09 07.pdf FORM - CG D3 82 09 07.pdf

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**DEPARTMENT OF INSURANCE**  
**PROPERTY-CASUALTY FORMS TRANSMITTAL SUPPLEMENT**  
**SHEET FOR MULTIPLE FORM FILING**

<b><u>FORM TITLE</u></b>	<b><u>NEW FORM</u></b>	<b><u>REPLACED FORMS</u></b>	<b><u>TYPE OF FORM</u></b>	<b><u>DESCRIPTION OF FORM</u></b>
Architects, Engineers and Surveyors XTEND Endorsement	CG D3 79 09 07	CG D3 79 09 06	E-GL-O	<p>[B] This form is designed for Architects, Engineers or Surveyors operations. The XTEND Endorsement provides a “package” of coverage enhancements to the Commercial General Liability Coverage Part. It combines commonly requested coverages into a single form, thus eliminating many separate endorsements, and providing efficiency of operations and processing.</p> <p>A full description of the coverages provided appears below.</p>

**GENERAL DESCRIPTION OF COVERAGE:** Presents an “overview” by describing, in general terms, all of the enhancements included in the endorsement. Cautions the policyholder to carefully read all the PROVISIONS to determine the exact coverage provided by each enhancement.

**Broadened Named Insured:** Expands Named Insured status by including existing subsidiaries of the first named insured as named insureds under the policy, without having to individually list each subsidiary on the Declarations.

**Incidental Medical Malpractice:** The standard ISO CGL form excludes this coverage. This Provision extends coverage to “employees”, not employed by the named insured as a doctor or nurse, for the rendering of, or failure to render first aid. Coverage is further expanded to include “Good Samaritan services” as defined in Paragraph **B.2.b**.

This coverage is intended only for the incidental exposures of those named insureds that are not in the health care business and applies only when the “employee” is working within the course and scope of employment (no coverage for “moonlighting”) and if the “employee” has not specifically been excluded from coverage. This coverage becomes excess over any valid and collectible other insurance, except for insurance purchased specifically by the named insured to be excess.

**Reasonable Force – Bodily Injury Or Property Damage:** The standard ISO CGL form provides coverage for “bodily injury” resulting from the use of reasonable force in the protection of persons or property. This Provision extends the coverage to apply to “property damage” as well.

**Non-Owned Watercraft And Watercraft Users:** The standard ISO CGL form provides coverage for “bodily injury” or “property damage” arising out of the use of non-owned watercraft that are less than 26 feet long (and not being used to carry persons or property for a charge). This Provision broadens coverage in two ways:

1. The length of such covered non-owned watercraft is increased to 75 feet or less.
2. Extends coverage to any person or organization (not just persons who are insureds under the policy) who, with the expressed or implied consent of the named insured, either uses or is responsible for the use of the watercraft described in 1. above.

This coverage becomes excess over any valid and collectible other insurance, except for insurance purchased specifically by the named insured to be excess.

**Aircraft Chartered With Crew:** Adds to “Aircraft, Auto or Watercraft” Exclusion an exception, so that coverage is extended to apply to “bodily injury” or “property damage” arising from an aircraft chartered with crew to any insured.

This coverage does not apply if the chartered aircraft is owned by any insured. This coverage becomes excess over any valid and collectible other insurance, except for insurance purchased specifically by the named insured to be excess.

**Extension of Coverage - Damage To Premises Rented To You:** Broadens the basic coverage for Damage To Premises Rented To You Liability in two ways:

1. Increases the basic Damage To Premises Rented To You Limit to the higher of \$1,000,000 or the amount shown on the Declarations.
2. The basic policy covers only damage by fire. This provision revises the covered perils to also include fire, explosion, lightning, smoke resulting from such fire, explosion, or lightning, or water or any combination of these causes.

**Malicious Prosecution – Exception To Knowing Violation Of Rights Of Another Exclusion:** The standard ISO GL form excludes “personal injury” arising out of a knowing violation of the rights of another person by the insured. This provision broadens the coverage to provide an exception for “personal injury” arising out of allegations of malicious prosecution.

**Medical Payments Limit:** The limit is increased to \$10,000.

**Increased Supplementary Payments:** This Provision increases the amount we will pay for the cost of bail bonds from \$250 to \$2500. We also increase the amount we will pay for loss of earnings from \$250 a day to \$500 a day.

**Additional Insured – Owner, Manager Or Lessor Of Premises:** This Provision extends coverage to a person or organization when required by a contract or agreement and arising out of the ownership, maintenance or use of that part of any premises lease to the insured under that contract or agreement.

**Additional Insured – Lessor Or Leased Equipment:** This Provision extends coverage to a person or organization when required by a contract or agreement for lease of equipment without an operator.

**Additional Insured – State Or Political Subdivisions – Permits Relating To Premises:** This Provision extends coverage to any state or political subdivision that has issued a permit in connection with premises owned or occupied by, or rented to or loaned to the insured.

**Additional Insured – State Or Political Subdivisions – Permits Relating To Operations:** This Provision extends coverage to any state or political subdivision that has issued a permit for operations performed by the insured or on their behalf.

**Additional Insured – Architect, Engineers Or Surveyor:** This Provision extends coverage to an architect, engineer or surveyor engaged by the insured for work performed on behalf of the insured. An additional provision has been added to include AI status only when agreed to in a “contract or agreement requiring insurance”.

**Who Is An Insured – Newly Acquired Or Formed Organization:** The standard ISO GL form extends coverage automatically to newly acquired or formed organizations, but for a period of only 90 days or to the end of the policy period, whichever comes first. This Provision extends the automatic coverage period to 180 days, and for the entire remaining policy period if the insured notifies us of the new entity within that 180 day period.

**Who Is An Insured – Unnamed Partnership Or Joint Venture – Excess:** The standard ISO GL form excludes coverage for any person or organization with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Common Policy Declarations. This Provision extends coverage to the insured for their conduct of the business of any current or past partnership or joint venture not shown as a Named Insured in the Common Policy Declarations and that coverage is excess over any valid and collectible other insurance issued to that partnership or joint venture. We've clarified that the unnamed joint venture must be an architectural, engineering, or surveying firm.

**Per Project General Aggregate Limit:** The standard ISO GL Coverage provides limits of liability on an occurrence basis subject to a general aggregate or products-completed operations aggregate. This provision amends the form to include an aggregate limit for occurrences that are attributable to a single project.

**Knowledge and Notice Of Occurrence Or Offense:** Typically in a larger company, it will take some time before an executive officer, partner, member, or the person designated to handle insurance matters is made aware of all but the most severe incidents or potential losses. Our customers want to be sure that we will not deny a claim based on untimely notice, if the appropriate person does not receive notice in a timely manner.

This provision ensures that the clock starts ticking only when an individual responsible for reporting has knowledge of the “occurrence” or offense. It also provides objective criteria for reporting claims initially thought to be Workers Compensation or Accident & Health claims, which later develop into GL claims.

This Provision enables us to respond in a positive manner to insureds and agents/brokers who have requested statements of intent and reasonableness.

**Unintentional Omission:** This Provision ensures that the omission of, or error in, any information provided by the named insured, and upon which we relied in issuing the policy, shall not prejudice the named insured's rights, as long as the omission or error is unintentional.

However, this Provision does not affect our right to collect additional premium, or to exercise our right of cancellation or nonrenewal, in accordance with applicable state insurance laws, codes or regulations.

Again, this Provision enables us to respond in a positive manner to insureds and agents/brokers who have requested statements of intent and reasonableness.

**Waiver Of Transfer Of Rights Of Recovery Against Others To Us When Required By Contract Or Agreement:** This Provision recognizes an insured's right to waive any right of recovery we may have against any person or organization because of payments we have made for injury or damage arising out of the insured's premises, operations, work or products. The waiver must be part of a contract or agreement which is [a] entered into by the insured prior to loss; and [b] in effect when the “bodily injury” or “property damage” occurs, or the “personal injury” or “advertising injury” offense is committed.

**Amended Bodily Injury Definition:** Extends coverage by amending the definition of “bodily injury” to include mental anguish, mental injury, shock, fright, disability and humiliation in addition to bodily injury, sickness or disease, and death.

**Amended Insured Contract Definition – Railroad Easement:** The standard ISO GL form does not provide coverage for any easement or license agreement in connection with construction or demolition operations on or within 50 feet of a railroad. This Provision removes the limitation for operations on or within 50 feet of a railroad.

**Amended Property Damage Definition – Tangible Property:** The standard ISO GL form does not provide coverage for electronic data as tangible property. This Provision changes the limitation to tangible property does not include data.

**Additional Definition Contract or Agreement Requiring Insurance:** This definition is included due to the terminology added to the **Additional Insured-Architect, Engineer, or Surveyor** provision.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ARCHITECTS, ENGINEERS AND SURVEYORS XTEND ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**GENERAL DESCRIPTION OF COVERAGE** Provisions **A. – T.** and **V.** of this endorsement broaden coverage. Provisions **U.** and **W.** of this endorsement may limit coverage. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the **PROVISIONS** of this endorsement carefully to determine rights, duties, and what is and is not covered.

- |   |  |
|---|--|
| <p><b>A.</b> Broadened Named Insured</p> <p><b>B.</b> Incidental Medical Malpractice</p> <p><b>C.</b> Reasonable Force – Bodily Injury Or Property Damage</p> <p><b>D.</b> Non-Owned Watercraft – Increased To Up To 75 feet</p> <p><b>E.</b> Aircraft Chartered With Crew</p> <p><b>F.</b> Extension Of Coverage – Damage To Premises Rented To You</p> <p><b>G.</b> Malicious Prosecution – Exception To Knowing Violation Of Rights Of Another Exclusion</p> <p><b>H.</b> Medical Payments Limit</p> <p><b>I.</b> Increased Supplementary Payments</p> <p><b>J.</b> Additional Insured – Owner, Manager Or Lessor Of Premises</p> <p><b>K.</b> Additional Insured – Lessor Of Leased Equipment</p> <p><b>L.</b> Additional Insured – State Or Political Subdivisions – Permits Relating To Premises</p> <p><b>M.</b> Additional Insured – State Or Political Subdivisions – Permits Relating To Operations</p> | <p><b>N.</b> Additional Insured – Architect, Engineer Or Surveyor</p> <p><b>O.</b> Who Is An Insured – Newly Acquired Or Formed Organizations</p> <p><b>P.</b> Who Is An Insured – Unnamed Partnership Or Joint Venture – Excess</p> <p><b>Q.</b> Per Project General Aggregate Limit</p> <p><b>R.</b> Knowledge And Notice Of Occurrence Or Offense</p> <p><b>S.</b> Unintentional Omission</p> <p><b>T.</b> Waiver Of Transfer Of Rights Of Recovery Against Others To Us When Required By Contract Or Agreement</p> <p><b>U.</b> Amended Bodily Injury Definition</p> <p><b>V.</b> Amended Insured Contract Definition – Railroad Easement</p> <p><b>W.</b> Amended Property Damage Definition – Tangible Property</p> <p><b>X.</b> Additional Definition – Contract or Agreement Requiring Insurance</p> |
|---|--|

### **PROVISIONS**

#### **A. BROADENED NAMED INSURED**

1. The Named Insured in Item 1. of the Common Policy Declarations is amended as follows:

The person or organization named in Item 1. of the Common Policy Declarations and any organization, other than a partnership, joint venture, limited liability company or trust, of which you are the sole owner or in which you maintain the majority ownership interest on the effective date of the policy. However,

coverage for any such additional organization will cease as of the date, if any, during the policy period, that you no longer are the sole owner of, or maintain the majority ownership interest in, such organization.

2. This Provision **A.** does not apply to any person or organization for which coverage is excluded by another endorsement to this Coverage Part.

**B. INCIDENTAL MEDICAL MALPRACTICE**

1. The following is added to Paragraph 1. **Insuring Agreement** of **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** in **COVERAGES (Section I)**:

"Bodily injury" arising out of the rendering of, or failure to render, "first aid" or "Good Samaritan services" to a person, other than a co-"employee" or "volunteer worker", will be deemed to be caused by an "occurrence". For the purposes of determining the applicable limits of insurance, any act or omission together with all related acts or omissions in the furnishing of the services to any one person will be deemed one "occurrence".

2. As used in this Provision **B.**:
  - a. "First aid" means medical or nursing service, treatment, advice or instruction; the related furnishing of food or beverages; the furnishing or dispensing of drugs or medical supplies or appliances;
  - b. "Good Samaritan services" means those medical services rendered or provided in an emergency and for which no remuneration is demanded or received.
3. Paragraph 2.a.(1)(d) of **WHO IS AN INSURED (Section II)** does not apply to any of your "employees", who are not employed as a doctor or nurse by you, but only while performing the services described in Paragraph 1. above and while acting within the scope of their employment by you. Any such "employees" rendering "Good Samaritan services" will be deemed to be acting within the scope of their employment by you.
4. The following exclusion is added to Paragraph 2. **Exclusions** of **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** in **COVERAGES (Section I)**:

**Sale of Pharmaceuticals**

"Bodily injury" or "property damage" arising out of the willful violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by or with the knowledge or consent of the insured.

5. The insurance provided by this Provision **B.** shall be excess over any valid and collectible other insurance available to the insured, whether primary, excess, contingent or on

any other basis, except for insurance purchased specifically by you to apply in excess of the Limits of Insurance shown in the Declarations for this Coverage Part.

**C. REASONABLE FORCE – BODILY INJURY OR PROPERTY DAMAGE**

The **Expected Or Intended Injury** Exclusion in Paragraph 2. **Exclusions** of **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** in **COVERAGES (Section I)** is deleted and replaced by the following:

**Expected Or Intended Injury Or Damage**

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect any person or property.

**D. NON-OWNED WATERCRAFT – INCREASED TO UP TO 75 FEET**

1. The exception contained in Subparagraph (2) of the **Aircraft, Auto Or Watercraft** Exclusion in 2. **Exclusions** of **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** in **COVERAGES (Section I)** is deleted and replaced by the following:
  - (2) A watercraft you do not own that is:
    - (a) Less than 75 feet long; and
    - (b) Not being used to carry persons or property for a charge;
2. Only as respects the insurance provided by this Provision **D.**, **WHO IS AN INSURED (Section II)** is amended to include as an insured any person who, with your expressed or implied consent, either uses or is responsible for the use of the watercraft.
3. The insurance provided by this Provision **D.** shall be excess over any valid and collectible other insurance available to the insured, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by you to apply in excess of the Limits of Insurance shown in the Declarations for this Coverage Part.

**E. AIRCRAFT CHARTERED WITH CREW**

1. The following is added to the exceptions contained in the **Aircraft, Auto Or Watercraft** Exclusion in Paragraph 2. **Exclusions** of **COVERAGE A BODILY INJURY AND**



**PROPERTY DAMAGE LIABILITY in COVERAGES (Section I):**

Aircraft chartered with crew, including a pilot, to any insured.

2. This Provision **E.** does not apply if the chartered aircraft is owned by any insured.
3. The insurance provided by this Provision **E.** shall be excess over any valid and collectible other insurance available to the insured, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by you to apply in excess of the Limits of Insurance shown in the Declarations for this Coverage Part.

**F. EXTENSION OF COVERAGE – DAMAGE TO PREMISES RENTED TO YOU**

1. The last paragraph of **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY in COVERAGES (Section I)** is deleted and replaced by the following:

Exclusions **c.** through **n.** do not apply to damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by:

- a. Fire;
- b. Explosion;
- c. Lightning;
- d. Smoke resulting from such fire, explosion, or lightning; or
- e. Water.

A separate limit of insurance applies to this coverage as described in **LIMITS OF INSURANCE (Section III)**.

2. The insurance under this Provision **F.** does not apply to damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by:
  - a. Rupture, bursting, or operation of pressure relief devices;
  - b. Rupture or bursting due to expansion or swelling of the contents of any building or structure, caused by or resulting from water; or
  - c. Explosion of steam boilers, steam pipes, steam engines, or steam turbines.
3. Paragraph **6.** of **LIMITS OF INSURANCE (Section III)** is deleted and replaced by the following:

Subject to **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for the sum of all damages because of "property damage" to any one premises while rented to you, or temporarily occupied by you with permission of the owner, caused by: fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; or water. The Damage To Premises Rented To You Limit will apply to all "property damage" proximately caused by the same "occurrence", whether such damage results from: fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; or water; or any combination of any of these causes.

The Damage To Premises Rented To You Limit will be the higher of:

- a. \$1,000,000; or
- b. The amount shown for the Damage To Premises Rented To You Limit in the Declarations for this Coverage Part.

4. Paragraph **a.** of the definition of "insured contract" in **DEFINITIONS (Section V)** is deleted and replaced by the following:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by: fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; or water is not an "insured contract";

5. This Provision **F.** does not apply if coverage for Damage To Premises Rented To You of **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY in COVERAGES (Section I)** is excluded by another endorsement to this Coverage Part.

**G. MALICIOUS PROSECUTION – EXCEPTION TO KNOWING VIOLATION OF RIGHTS OF ANOTHER EXCLUSION**

The following is added to the **Knowing Violation Of Rights Of Another** Exclusion in **2. Exclusions** of **COVERAGE B PERSONAL INJURY, ADVERTISING INJURY AND WEB SITE INJURY LIABILITY** of the **WEB XTEND LIABILITY** Endorsement:

This exclusion does not apply to "personal injury" caused by malicious prosecution.

**H. MEDICAL PAYMENTS LIMIT**

The Medical Expense Limit shown in the Declarations for this Coverage Part is increased to \$10,000.

**I. INCREASED SUPPLEMENTARY PAYMENTS**

Paragraphs 1.b. and 1.d. of **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B in COVERAGES (Section I)** are amended as follows:

1. In Paragraph 1.b., the amount we will pay for the cost of bail bonds is increased to \$2500.
2. In Paragraph 1.d., the amount we will pay for loss of earnings is increased to \$500 a day.

**J. ADDITIONAL INSURED – OWNER, MANAGER OR LESSOR OF PREMISES**

1. **WHO IS AN INSURED (Section II)** is amended to include as an insured:

Any person or organization that you have agreed in a contract or agreement to include as an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodily injury" or "property damage" that occurs, or "personal injury" caused by an offense committed, after you have entered into that contract or agreement; and
  - b. Only if the "bodily injury", "property damage" or "personal injury" is caused, in whole or in part, by acts or omissions of you or any person or organization performing operations on your behalf, and arises out of the ownership, maintenance or use of that part of any premises leased to you under that contract or agreement.
2. The insurance provided to such additional insured under this Provision J. is subject to the following provisions:
    - a. The limits of insurance afforded to such additional insured shall be the limits which you agreed to provide in the contract or agreement, or the limits shown in the Declarations for this Coverage Part, whichever are less; and
    - b. The insurance afforded to such additional insured does not apply to:
      - (1) Any "bodily injury" or "property damage" that occurs, or "personal injury" caused by an offense committed, af-

ter you cease to be a tenant in that premises;

- (2) Any structural alterations, new construction or demolition operations performed by or on behalf of such additional insured; or

- (3) Any premises for which coverage is excluded by another endorsement to this Coverage Part.

3. This Provision J. does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.

**K. ADDITIONAL INSURED – LESSOR OF LEASED EQUIPMENT**

1. **WHO IS AN INSURED (Section II)** is amended to include as an insured:

Any person or organization that you have agreed in a contract or agreement to include as an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodily injury" or "property damage" that occurs, or "personal injury" caused by an offense committed, after you have entered into that contract or agreement; and
- b. Only if the "bodily injury", "property damage" or "personal injury" is caused, in whole or in part, by acts or omissions of you or any person or organization performing operations on your behalf, in the maintenance, operation or use of equipment leased to you by such additional insured.

2. The insurance provided to such additional insured under this Provision K. is subject to the following provisions:

- a. The limits of insurance afforded to such additional insured shall be the limits which you agreed to provide in the contract or agreement, or the limits shown in the Declarations for this Coverage Part, whichever are less; and
- b. The insurance afforded to such additional insured does not apply:

- (1) To any "bodily injury" or "property damage" that occurs, or "personal injury" caused by an offense committed, after the equipment lease expires; or

(2) If the equipment is leased with an operator.

3. This Provision K. does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.

**L. ADDITIONAL INSURED – STATE OR POLITICAL SUBDIVISIONS – PERMITS RELATING TO PREMISES**

The following is added to Paragraph 2. of **WHO IS AN INSURED (Section II)** to include as an insured:

Any state or political subdivision that has issued a permit in connection with premises owned or occupied by, or rented or loaned to, you, but only with respect to "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of the existence, ownership, use, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, elevators, street banners or decorations for which that state or political subdivision has issued such permit.

**M. ADDITIONAL INSURED – STATE OR POLITICAL SUBDIVISIONS – PERMITS RELATING TO OPERATIONS**

The following is added to Paragraph 2. of **WHO IS AN INSURED (Section II)** to include as an insured:

Any state or political subdivision that has issued a permit, but only with respect to "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of operations performed by you or on your behalf for which that state or political subdivision has issued such permit. However, no such state or political subdivision is an insured for:

1. "Bodily injury", "property damage", "personal injury" or "advertising injury" arising out of operations performed for that state or political subdivision; or
2. "Bodily injury" or "property damage" included within the "products – completed operations hazard".

**N. ADDITIONAL INSURED – ARCHITECT, ENGINEER OR SURVEYOR**

1. The following is added to Paragraph 2. of **WHO IS AN INSURED (Section II)** to include as an insured:

Any architect, engineer or surveyor engaged by or for you that you agree in a "contract or agreement requiring insurance" to include as an additional insured on this Coverage Part, but only with respect to liability for "bodily injury", "property damage" or "personal injury" that is caused, in whole or in part, by acts or omissions of you or any person or organization acting on your behalf in connection with your premises or "your work".

2. This Provision N. does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.

**O. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED ORGANIZATIONS**

1. Paragraph 4.a. of **WHO IS AN INSURED (Section II)** is deleted and replaced by the following:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier. Any such newly acquired or formed organization that you report in writing to us within 180 days after you acquire or form the organization will be covered under this provision until the end of the policy period, even if there are more than 180 days remaining until the end of the policy period;

2. This Provision O. does not apply to any organization for which coverage is excluded by another endorsement to this Coverage Part.

**P. WHO IS AN INSURED – UNNAMED PARTNERSHIP OR JOINT VENTURE – EXCESS**

1. The last paragraph of **WHO IS AN INSURED (Section II)** is deleted and replaced by the following:

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Common Policy Declarations. However, this exclusion does not apply to your liability with respect to your conduct of

the business of any current or past partnership or joint venture:

- a. That is not shown as a Named Insured in the Common Policy Declarations, and
  - b. In which you are a member or partner where each and every one of your co-ventures in that joint venture is an architectural, engineering, or surveying firm.
2. This Provision **P.** does not apply to any person or organization for which coverage is excluded by another endorsement to this Coverage Part.
  3. The insurance provided by this Provision **P.** shall be excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, which is available covering your liability with respect to your conduct of the business of any current or past partnership or joint venture that is not shown as a Named Insured in the Common Policy Declarations and which is issued to such partnership or joint venture.

**Q. PER PROJECT GENERAL AGGREGATE LIMIT**

1. Paragraph 2. of **LIMITS OF INSURANCE (Section III)** is deleted and replaced by the following:

The General Aggregate Limit is the most we will pay for the sum of:

- a. Damages under Coverage **B**; and
  - b. Damages from "occurrences" under Coverage **A** and for all medical expenses caused by accidents under Coverage **C** which cannot be attributed only to operations at a single "project".
2. The following is added to **LIMITS OF INSURANCE (Section III)**:

A separate Per Project General Aggregate Limit applies to each "project" for all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Coverage **A** and for all medical expenses caused by accidents under Coverage **C** which can be attributed only to operations at a single "project", and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations for this Coverage Part.

Any payments made under Coverage **A** for damages and under Coverage **C** for medical expenses shall reduce the Per Project Gen-

eral Aggregate Limit for that "project", but shall not reduce:

- a. Any other Per Project General Aggregate Limit for any other "project";
- b. The General Aggregate Limit; or
- c. The Products-Completed Operations Aggregate Limit.

The limits shown in the Declarations for this Coverage Part for Each Occurrence, Damage To Premises Rented To You and Medical Expense are also subject to the Per Project General Aggregate Limit when the Per Project General Aggregate Limit applies.

3. As used in the Provision **Q.**:

"Project" means an area away from premises owned by or rented to you at which you are performing operations pursuant to a contract or agreement. For the purposes of determining the applicable aggregate limit of insurance, each "project" that includes premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad shall be considered a single "project".

**R. KNOWLEDGE AND NOTICE OF OCCURRENCE OR OFFENSE**

The following is added to Paragraph 2. **Duties In The Event of Occurrence, Offense, Claim Or Suit of COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV)**:

Notice of an "occurrence" or of an offense which may result in a claim must be given as soon as practicable after knowledge of the "occurrence" or offense has been reported to you, one of your "executive officers" (if you are a corporation), one of your partners who is an individual (if you are a partnership), one of your managers (if you are a limited liability company), one of your trustees who is an individual (if you are a trust), or an "employee" (such as an insurance, loss control or risk manager or administrator) designated by you to give such notice.

Knowledge by any other "employee" of an "occurrence" or offense does not imply that you also have such knowledge.

Notice of an "occurrence" or of an offense which may result in a claim will be deemed to be given as soon as practicable to us if it is given in good faith as soon as practicable to your workers' com-

compensation, accident, or health insurer. This applies only if you subsequently give notice of the "occurrence" or offense to us as soon as practicable after you, one of your "executive officers" (if you are a corporation), one of your partners who is an individual (if you are a partnership), one of your managers (if you are a limited liability company), one of your trustees who is an individual (if you are a trust), or an "employee" (such as an insurance, loss control or risk manager or administrator) designated by you to give such notice discovers that the "occurrence" or offense may involve this policy.

#### **S. UNINTENTIONAL OMISSION**

1. The following is added to Paragraph **6. Representations of COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV)**:

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy shall not prejudice your rights under this insurance.

2. This Provision **S.** does not affect our right to collect additional premium or to exercise our right of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

#### **T. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US WHEN REQUIRED BY CONTRACT OR AGREEMENT**

The following is added to Paragraph **8. Transfer of Rights of Recovery Against Others to Us of COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV)**:

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of:

1. Premises owned by you, temporarily occupied by you with permission of the owner, or leased or rented to you;
2. Ongoing operations performed by you, or on your behalf, under a contract or agreement with that person or organization;
3. "Your work"; or
4. "Your products".

We waive these rights only where you have agreed to do so as part of a contract or agreement entered into by you before, and in effect

when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense or "advertising injury" offense is committed.

#### **U. AMENDED BODILY INJURY DEFINITION**

The definition of "bodily injury" in **DEFINITIONS (Section V)** is deleted and replaced by the following:

"Bodily injury" means:

- a. Physical harm, including sickness or disease, sustained by a person;
- b. Mental anguish, injury or illness, or emotional distress, resulting at any time from such physical harm, sickness or disease; or
- c. Care, loss of services or death resulting at any time from such physical harm, sickness or disease.

#### **V. AMENDED INSURED CONTRACT DEFINITION – RAILROAD EASEMENT**

1. Subparagraph **c.** of the definition of "insured contract" in **DEFINITIONS (Section V)** is deleted and replaced by the following:

**c.** Any easement or license agreement;

2. Subparagraph **f.(1)** of the definition of "insured contract" in **DEFINITIONS (Section V)** is deleted.

#### **W. AMENDED PROPERTY DAMAGE DEFINITION – TANGIBLE PROPERTY**

The definition of "property damage" in **DEFINITIONS (Section V)** is deleted and replaced by the following:

"Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, tangible property does not include data.

#### **X. The following definition is added to SECTION V – DEFINITIONS:**

"Contract or agreement requiring insurance" means that part of any contract or agreement under which you are required to include a person or organization as an additional insured on this Cov-

## COMMERCIAL GENERAL LIABILITY

erage Part, provided that the “bodily injury” and “property damage” occurs, and the “personal injury” is caused by an offense committed:

- a.** After you have entered into that contract or agreement;
- b.** While that part of the contract or agreement is in effect; and
- c.** Before the end of the policy period.

**DEPARTMENT OF INSURANCE**  
**PROPERTY-CASUALTY FORMS TRANSMITTAL SUPPLEMENT**  
**SHEET FOR MULTIPLE FORM FILING**

<b><u>FORM TITLE</u></b>	<b><u>NEW FORM</u></b>	<b><u>REPLACED FORMS</u></b>	<b><u>TYPE OF FORM</u></b>	<b><u>DESCRIPTION OF FORM</u></b>
<small>AL</small> Exclusion – Engineers, Architects or Surveyors Professional Liability	CG D3 80 09 07	CG D3 80 09 06	E/GL/O	<p>[R] This optional endorsement modifies the Commercial General Liability Coverage Form CG 00 01.</p> <p>Paragraph <b>1</b> adds an exclusion for “professional services” to Section I Coverage A Bodily Injury and Property Damage, Paragraph 2. Exclusions.</p> <p>Paragraph <b>2</b> adds an exclusion for “professional services” to Web Xtend Liability endorsement Coverage B Personal Injury, Advertising Injury and Web Site Injury Liability.</p> <p>Paragraph <b>3</b> adds the definition of “professional services” to Section V Definitions. <b>The definition has been revised to include “provision” and “warning”.</b></p>

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **EXCLUSION – ENGINEERS, ARCHITECTS OR SURVEYORS PROFESSIONAL LIABILITY**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

1. The following is added to Paragraph 2. **Exclusions of COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY in COVERAGES (Section I):**

#### **Professional Services**

"Bodily injury" or "property damage" arising out of the rendering of or failure to render any "professional services".

2. The following is added to Paragraph 2. **Exclusions of COVERAGE B PERSONAL INJURY, ADVERTISING INJURY AND WEB SITE INJURY LIABILITY of the WEB XTEND LIABILITY Endorsement:**

#### **Professional Services**

"Personal injury", "advertising injury" or "web site injury" arising out of the rendering of or failure to render any "professional services".

3. The following is added to **DEFINITIONS (Section V):**

"Professional services" means any service requiring specialized skill or training including the following:

- a. Preparation, approval, provision of or failure to prepare, approve, or provide any map, shop drawing, opinion, report, survey, field order, change order, design, drawing, specification, recommendation, warning, permit application, payment request, manual or instruction;
- b. Supervision, inspection, quality control, architectural, engineering or surveying activity or service, job site safety, construction contracting, construction administration, construction management, computer consulting or design, software development or programming service, or selection of a contractor or subcontractor; or
- c. Monitoring, testing, or sampling service necessary to perform any of the services included in **a.** or **b.** above.

All other terms of your policy remain the same.



**DEPARTMENT OF INSURANCE**  
**PROPERTY-CASUALTY FORMS TRANSMITTAL SUPPLEMENT**  
**SHEET FOR MULTIPLE FORM FILING**

<b><u>FORM TITLE</u></b>	<b><u>NEW FORM</u></b>	<b><u>REPLACED FORMS</u></b>	<b><u>TYPE OF FORM</u></b>	<b><u>DESCRIPTION OF FORM</u></b>
Blanket Additional Insured (Architects, Engineers And Surveyors) Endorsement	CG D3 81 09 07	CG D3 81 09 06	E/GL/O	<p>[B] This optional endorsement modifies the Commercial General Liability Coverage Form CG 00 01.</p> <p>This Provision extends coverage as described in Paragraph <b>A.</b> to specified persons or organizations, when the named insured is required to provide such coverage under a “contract or agreement requiring insurance”, as defined in Paragraph <b>D.</b></p> <p>The insurance afforded to the additional insured is limited to the limits agreed to in the “contract or agreement requiring insurance”, or the policy limits, whichever is less. We obviously cannot provide coverage in excess of policy limits; in addition, the named insured may not want to make full policy limits available (thus potentially eroding the named insured’s own coverage) if a lesser limit is all that is required by contract.</p> <p>The coverage provided under this Provision does not apply to persons or organizations specifically added as additional insureds via other endorsements. Coverage is governed by the provisions of such other endorsements.</p> <p>The coverage as described in Paragraph <b>A.</b> is also provided on a primary, non-contributory basis for that person or organization when such requirement is also included in the “contract or agreement requiring insurance” which is entered into by the insured prior to loss.</p> <p>We also agree to waive our Transfer Of Rights Of Recovery Against Others To Us for that person or organization when such requirement is included in the “contract or agreement requiring insurance” which is entered into by the insured prior to loss; and in effect when the “bodily injury” or “property damage” occurs, or the “personal injury” offense is committed.</p>

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****BLANKET ADDITIONAL INSURED  
(ARCHITECTS, ENGINEERS AND SURVEYORS)**

This endorsement modifies insurance provided under the following:  
**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**A. The following is added to WHO IS AN INSURED (Section II):**

Any person or organization that you agree in a "contract or agreement requiring insurance" to include as an additional insured on this Coverage Part, but only with respect to liability for "bodily injury", "property damage" or "personal injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- a. In the performance of your ongoing operations;
- b. In connection with premises owned by or rented to you; or
- c. In connection with "your work" and included within the "products-completed operations hazard".

Such person or organization does not qualify as an additional insured for "bodily injury", "property damage" or "personal injury" for which that person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

- d. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.
- e. This insurance does not apply to the rendering of or failure to render any "professional services".
- f. The limits of insurance afforded to the additional insured shall be the limits which you agreed in that "contract or agreement requiring insurance" to provide for that additional insured, or the limits shown in the Declarations for this Coverage Part, whichever are less. This endorsement does not increase the limits of insurance stated in the **LIMITS OF INSURANCE (Section III)** for this Coverage Part.

**B. The following is added to Paragraph a. of 4. Other Insurance in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):**

However, if you specifically agree in a "contract or agreement requiring insurance" that the insurance provided to an additional insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have entered into that "contract or agreement requiring insurance". But this insurance still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the insured when the insured is an additional insured under any other insurance.

**C. The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):**

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, under a "contract or agreement requiring insurance" with that person or organization. We waive these rights only where you have agreed to do so as part of the "contract or agreement requiring insurance" with such person or organization entered into by you before, and in effect when, the "bodily

injury" or "property damage" occurs, or the "personal injury" offense is committed.

- D.** The following definition is added to **DEFINITIONS (Section V)**:

"Contract or agreement requiring insurance" means that part of any contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage"

COMMERCIAL GENERAL LIABILITY occurs, and the "personal injury" is caused by an offense committed:

- a.** After you have entered into that contract or agreement;
- b.** While that part of the contract or agreement is in effect; and
- c.** Before the end of the policy period.

**DEPARTMENT OF INSURANCE**  
**PROPERTY-CASUALTY FORMS TRANSMITTAL SUPPLEMENT**  
**SHEET FOR MULTIPLE FORM FILING**

<b><u>FORM TITLE</u></b>	<b><u>NEW FORM</u></b>	<b><u>REPLACED FORMS</u></b>	<b><u>TYPE OF FORM</u></b>	<b><u>DESCRIPTION OF FORM</u></b>
Additional Insured (Architects, Engineers And Surveyors) Endorsement	CG D3 82 09 07	CG D3 82 09 06	E/GL/O	<p>[B] This new optional endorsement modifies the Commercial General Liability Coverage Form CG 00 01.</p> <p>This Provision extends coverage as described in Paragraph <b>A.</b> to specified person(s) or organization(s) for the project(s) or location(s) as listed in the schedule.</p> <p>The insurance afforded to the additional insured is limited to the limits agreed to in the “contract or agreement requiring insurance” as defined in Paragraph <b>D.</b>, or the policy limits, whichever are less. We obviously cannot provide coverage in excess of policy limits; in addition, the named insured may not want to make full policy limits available (thus potentially eroding the named insured’s own coverage) if a lesser limit is all that is required by contract.</p> <p>The coverage as described in Paragraph <b>A.</b> is also provided on a primary, non-contributory basis for that person or organization when such requirement is also included the “contract or agreement requiring insurance” which is entered into by the insured prior to loss.</p> <p>We also agree to waive our Transfer Of Rights Of Recovery Against Others To Us for that person or organization when such requirement is included in the “contract or agreement requiring insurance” which is entered into by the insured prior to loss; and in effect when the “bodily injury” or “property damage” occurs, or the “personal injury” offense is committed.</p>

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED  
(ARCHITECTS, ENGINEERS AND SURVEYORS)**

This endorsement modifies insurance provided under the following:  
**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**SCHEDULE**

**NAME OF PERSON(S) OR ORGANIZATION(S):**

**PROJECT/LOCATION OF COVERED OPERATIONS:**

**PROVISIONS**

**A. The following is added to **WHO IS AN INSURED (Section II)**:**

The person or organization shown in the Schedule above is an additional insured on this Coverage Part, but only with respect to liability for "bodily injury", "property damage" or "personal injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- a.** In the performance of your ongoing operations;
- b.** In connection with premises owned by or rented to you; or
- c.** In connection with "your work" and included within the "products-completed operations hazard".

Such person or organization does not qualify as an additional insured for "bodily injury", "property damage" or "personal injury" for which that person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

- d.** This insurance does not apply to the rendering of or failure to render any "professional services".
- e.** The limits of insurance afforded to the additional insured shall be the limits which you agreed in that "contract or agreement requiring insurance" to

provide for that additional insured, or the limits shown in the Declarations for this Coverage Part, whichever are less. This endorsement does not increase the limits of insurance stated in the **LIMITS OF INSURANCE (Section III)** for this Coverage Part.

**B. The following is added to Paragraph a. of 4. **Other Insurance** in **COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV)**:**

However, if you specifically agree in a "contract or agreement requiring insurance" that, for the additional insured shown in the Schedule, the insurance provided to that additional insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with the other insurance, provided that:

- (1)** The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2)** The "personal injury" for which coverage is sought arises out of an offense committed;

after you have entered into that "contract or agreement requiring insurance" for such additional insured. But this insurance still is excess over valid and collectible other

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY  
DATE ISSUED:

insurance, whether primary, excess, contingent or on any other basis, that is

available to the additional insured when the additional insured is also an additional insured under any other insurance.

**C. The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):**

We waive any rights of recovery we may have against the additional insured shown in the Schedule above because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" on or for the project, or at the location, shown in the Schedule above, performed by you, or on your behalf, under a "contract or agreement requiring insurance" with that additional insured. We waive these rights only where you have agreed to do so as part of the "contract or agreement requiring insurance" with that additional insured entered into by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense is committed.

**D. The following definition is added to DEFINITIONS (Section V):**

"Contract or agreement requiring insurance" means that part of any contract or agreement under which you are required to include the person or organization shown in the Schedule as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs, and the "personal injury" is caused by an offense committed:

- a. After you have entered into that contract or agreement;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.

<i>SERFF Tracking Number:</i>	<i>TRVD-125391631</i>	<i>State:</i>	<i>Arkansas</i>
<i>First Filing Company:</i>	<i>NIPPONKOA Insurance Company</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
	<i>Ltd.,(U.S.Branch), ...</i>		
<i>Company Tracking Number:</i>	<i>2007-12-0031</i>		
<i>TOI:</i>	<i>17.0 Other Liability - Claims Made/Occurrence</i>	<i>Sub-TOI:</i>	<i>17.0001 Commercial General Liability</i>
<i>Product Name:</i>	<i>General Liability</i>		
<i>Project Name/Number:</i>	<i>GL - A &amp; E /2007-12-0031</i>		

## Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: TRVD-125391631 State: Arkansas  
First Filing Company: NIPPONKOA Insurance Company State Tracking Number: EFT \$50  
Ltd.,(U.S.Branch), ...  
Company Tracking Number: 2007-12-0031  
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability  
Product Name: General Liability  
Project Name/Number: GL - A & E /2007-12-0031

## Supporting Document Schedules

**Satisfied -Name:** Uniform Transmittal Document-  
Property & Casualty

**Review Status:**  
Approved 12/27/2007

**Comments:**  
**Attachments:**  
Transmittal FORMS.pdf  
NAIC - Form Filing Schedule - 2007-12 -0031.pdf



**Property & Casualty Transmittal Document**

<b>1. Reserved for Insurance Dept. Use Only</b>	<b>2. Insurance Department Use only</b> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td colspan="2">a. Date the filing is received:</td></tr> <tr><td colspan="2">b. Analyst:</td></tr> <tr><td colspan="2">c. Disposition:</td></tr> <tr><td colspan="2">d. Date of disposition of the filing:</td></tr> <tr><td colspan="2">e. Effective date of filing:</td></tr> <tr> <td style="width: 50%;">New Business</td> <td></td> </tr> <tr> <td>Renewal Business</td> <td></td> </tr> <tr><td colspan="2">f. State Filing #:</td></tr> <tr><td colspan="2">g. SERFF Filing #:</td></tr> <tr> <td>h. Subject Codes</td> <td></td> </tr> </table>	a. Date the filing is received:		b. Analyst:		c. Disposition:		d. Date of disposition of the filing:		e. Effective date of filing:		New Business		Renewal Business		f. State Filing #:		g. SERFF Filing #:		h. Subject Codes	
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<b>3. Group Name</b>	<b>Group NAIC #</b>
The Travelers Companies, Inc.	3548
NIPPONKOA Insurance Company, Ltd ( U.S. Branch)	2558

4. Company Name(s)	Domicile	NAIC #	FEIN #	State #
The Travelers Indemnity Company	CT	25658	06-0566050	
The Charter Oak Fire Insurance Company	CT	25615	06-0291290	
The Travelers Indemnity Company of Connecticut	CT	25682	06-0336212	
The Travelers Indemnity Company of America	CT	25666	58-6020487	
The Phoenix Insurance Company	CT	25623	06-0303275	
Travelers Property Casualty Company of America	CT	25674	36-2719165	
NIPPONKOA Insurance Company, Ltd.	NY	27073	98-0032627	

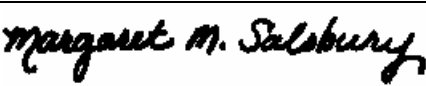
<b>5. Company Tracking Number</b>	<b>2007-12-0031</b>
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**Contact Info of Filer(s) or Corporate Officer(s)** [include toll-free number]

6. Name and address	Title	Telephone #s	FAX #	e-mail
Margaret M. Salsbury Travelers One Tower Square Hartford, CT 06183	Senior Regulatory Analyst	(860) 277-6470	(860) 954-0580	MSALSBUR@Travelers.com

7. Signature of authorized filer	
8. Please print name of authorized filer	Margaret M. Salsbury

**Filing information** (see General Instructions for descriptions of these fields)

9. Type of Insurance (TOI)	17.0
10. Sub-Type of Insurance (Sub-TOI)	17.0001
11. State Specific Product code(s) (if applicable)[See State Specific Requirements]	N/A
12. Company Program Title (Marketing title)	Commercial General Liability
13. Filing Type	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input checked="" type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description)
14. Effective Date(s) Requested	New: 07/01/2008      Renewal: 07/01/2008
15. Reference Filing?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
16. Reference Organization (if applicable)	N/A
17. Reference Organization # & Title	N/A
18. Company's Date of Filing	12/26/2007
19. Status of filing in domicile	<input type="checkbox"/> Not Filed <input checked="" type="checkbox"/> Pending <input checked="" type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

## Property & Casualty Transmittal Document—

<b>20. This filing transmittal is part of Company Tracking #</b>	2007-12-0031
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<b>21. Filing Description</b> [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]
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In compliance with the insurance laws and regulations in your state, our companies respectfully submit for your review and consideration, four revised optional Architects, Engineers and Surveyors endorsements for use with our General Liability product.

For a detailed explanation of our forms revisions please refer to the enclosed forms transmittal supplement.

<b>22. Filing Fees</b> (Filer must provide check # and fee amount if applicable) [If a state requires you to show how you calculated your filing fees, place that calculation below]
<p><b>Check #:</b> N/A -EFT <b>Amount:</b> \$50.00</p> <p><b>Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.</b></p>

**\*\*\*Refer to the each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)**

**FORM FILING SCHEDULE**

(This form must be provided ONLY when making a filing that includes forms)  
 (Do not refer to the body of the filing for the forms listing, unless allowed by state.)

<b>1.</b>	<b>This filing transmittal is part of Company Tracking #</b>	<b>2007-12-0031</b>			
<b>2.</b>	<b>This filing corresponds to rate/rule filing number</b> (Company tracking number of rate/rule filing, if applicable)	<b>N/ A</b>			
<b>3.</b>	<b>Form Name /Description/Synopsis</b>	<b>Form # Include edition date</b>	<b>Replacement or Withdrawn?</b>	<b>If replacement, give form # it replaces</b>	<b>Previous state filing number, if required by state</b>
	Architects, Engineers and Surveyors XTEND Endorsement	CG D3 79 09 07	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	CG D3 79 09 06	2006-10-0093
02	Exclusion-Engineers, Architects or Surveyors Professional Liability	CG D3 80 09 07	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	CG D3 80 09 06	2006-10-0093
03	Blanket Additional Insured Architects, Engineers & Surveyors Endorsement	CG D3 81 09 07	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	CG D3 81 09 06	2006-10-0093
04	Additional Insured Architects, Engineers & Surveyors Endorsement	CG D3 82 09 07	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	CG D3 82 09 06	2006-10-0093
05			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		